withdrawal of several petitioners, even though there remain less than the number requisite to start the action. *In re Election of Prothonotary*, 3 Pa. L. J. 160. More sound seems the reasoning of those cases which hold that an election contest is a matter of public interest, not to be frustrated by a few, and hence it is proper for the court to deny those few leave to discontinue, lest by such discontinuance the court lose jurisdiction. *Contested Election of Grim*, 14 Wkly. Notes Cas. (Pa.) 303. *Cf. Mann* v. *Cassidy*, 1 Brewst. (Pa.) 11, 43.

ESTOPPEL — ESTOPPEL IN PAIS — ESTOPPEL OF ONE WHO ACTS IN A REPRESENTATIVE CAPACITY. — The defendant, being insolvent, executed a deed of trust preferring certain creditors. One of these creditors, a corporation, signed the deed through the plaintiff, its vice-president. The plaintiff was himself a creditor of the defendant. *Held* (by an equally divided court), that he is estopped to attack the deed. *Forbes* v. *Bowman*, 70 S. E. 165 (S. C.).

Purporting to act in a representative capacity implies three statements by the actor as an individual the truth of which he cannot deny: (1) the fact of acting as a representative; (2) the right so to act; (3) the absence, so far as he knows, of a property right in another which the transaction supposes to be in the person represented. Beyond that his acts are those of another, he being merely an "assistant." Unless his conduct amounts to a representation as to his own relation to the subject-matter, he cannot be charged, as an individual, with the acts done. *Wright* v. *De Groff*, 14 Mich. 164. If it is such a representation, it creates a personal estoppel. Thus an agent selling property represents that in so far as he knows he has himself no title in it, and so may not assert such a title against the grantee if it existed before the sale. *American Freehold Land Mortgage Co.* v. *Walker*, 119 Ga. 341. But he may, if it was subsequently acquired. *Chapman* v. *Gates*, 54 N. Y. 132. In the principal case, all the representations implied from the plaintiff's signing the deed were true. His "assisting" the corporation to sign the deed was no representation as to his own position regarding the deed. Nor could his silence be regarded as such a representation to the defendant, since the only duty to speak which he might have existed toward his principal and not toward the debtor or the other creditors.

EXECUTORS AND ADMINISTRATORS — ADMINISTRATION BONDS — LIABILITY OF FOREIGN ADMINISTRATOR. — A Tennessee administrator removed funds of the estate to Mississippi, where he resided, and failed to account for them. In Mississippi suit on the Tennessee administration bond was begun against him and his sureties. *Held*, that the suit may be maintained. *Cutrer* v. *State of Tennessee ex rel. Leggett*, 54 So. 434 (Miss.). See NOTES, p. 664.

FEDERAL COURTS — JURISDICTION AND POWERS IN GENERAL — ENJOINING ENFORCEMENT OF MUNICIPAL ORDINANCE. — The plaintiff sued in a federal court to enjoin the enforcement of a municipal ordinance, alleging an infringement of the Fourteenth Amendment. The state constitution likewise contained a provision against deprivation of life, liberty, or property without due process of law. *Held*, that no federal question is raised until the validity of the ordinance is sustained by the highest court of the state to which the question may be taken. *Seattle Electric Co.* v. *Seattle, Renton & Southern Ry. Co.*, San Francisco Recorder, Feb. 14, 1911 (C. C. A., Ninth Circ.).

Two lines of decisions as to the legal effect of municipal ordinances are to be found, the first holding that where an ordinance is enacted in pursuance of legislative authority, it is state action within the Fourteenth Amendment. *St. Paul Gas Light Co.* v. *St. Paul*, 181 U. S. 142, 148. The other holds that a municipal ordinance not passed under supposed legislative authority cannot be regarded as state action within the constitutional prohibition. *Hamilton*